

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Counsel for Ad Hoc Group of Customers of Powin, LLC

In re:

Powin, LLC, *et al.*,¹

Debtors.

Case No. 25 – 16137 (MBK)

Chapter 11

(Jointly Administered)

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: (i) Powin, LLC [0504], (ii) PEOS Holdings, LLC [5476], (iii) Powin Project LLC [1583], (iv) Powin China Holdings 1, LLC [1422], (v) Powin China Holdings 2, LLC [9713], (vi) Charger Holdings, LLC [5241], (vii) Powin Energy Ontario Storage, LLC [8348], (viii) Powin Energy Operating Holdings, LLC [2495], (ix) Powin Energy Operating, LLC [6487]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

**DECLARATION OF ANN WALTER IN
SUPPORT OF EMERGENCY MOTION OF
AD HOC CUSTOMER GROUP FOR ENTRY OF AN
ORDER (I) GRANTING ADEQUATE PROTECTION UNDER SECTION
363(e) OF THE BANKRUPTCY CODE AND (II) GRANTING RELATED RELIEF²**

I, Ann Walter, declare and state as follows:

1. I am the Senior Vice President, Asset Management of energyRe, LLC, the parent company of Lone Star Solar, LLC (“**Lone Star**”). In that role, I have responsibility for the BESS and Project (described below) and am familiar with the License and Licensed IP (described below) which the Debtor Powin, LLC (“**Powin**”) provided to Lone Star under the Contracts (described below). I regularly use and work with the Licensed IP and have done so since the Project reached commercial operation in February 2025 and understand its importance to Lone Star and the BESS and Project (as described below). This declaration (this “**Declaration**”) is based upon my personal knowledge and review of the relevant documents. I could and would testify competently to these statements under oath if called on to do so.

2. Lone Star owns and operates a large, industrial-scale and utility-scale lithium ion battery energy storage system (“**BESS**”) that was designed and provided by the Debtors, as described below, and for which the Debtors are responsible for ongoing maintenance and other services as set forth in the Contracts. The BESS is integrated into and supports a large solar power project (the “**Project**”) operated by Lone Star that generates significant amounts of power to support the electric grid in South Carolina.

3. Prior to the Petition Date, Lone Star entered into an energy supply agreement with Debtor Powin, LLC (“**Powin**”) (an “**ESA**”), a true and correct copy of which is attached as Exhibit

² Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Motion.

A hereto. As set forth in the ESA, Powin agreed to provide and install a BESS, which was incorporated into the Project.

4. Additionally, Lone Star entered into a long term services agreement with Powin (an “**LTSA**”, a true and correct copy of which is attached as Exhibit B hereto, and, together with the ESA, the “**Contracts**”), pursuant to which Powin, as set forth in the LTSA, is required to, among other things, provide certain ongoing services to Lone Star to support the BESS.

5. Under section 29 of the ESA, the Debtors granted a broad, perpetual license of intellectual property (the “**License**,” and such intellectual property, the “**Licensed IP**”) to Lone Star. In addition to the License, the Contracts require the Debtors to provide, on an ongoing basis, certain services and information related to the Licensed IP and the BESS.

6. The Licensed IP and the other support services furnished by Powin to Lone Star under the Contracts are critical for the BESS to remain operational in a safe and reliable manner. To keep the BESS online and operating safely and reliably, Lone Star must have complete and uninterrupted access to the Licensed IP, which includes certain software, such as Powin Stack OS (including the Kobold and CCUI platforms and associated applications), along with data, source code, administrative-level access credentials, historical customer data, and support services necessary to maintain functionality of AWS and control system access.

7. Any delay or interruption in Lone Star’s ability to retain access to the Licensed IP would severely hinder Lone Star’s ability to safely and reliably operate the BESS. This could result in irreversible damage to the BESS (and, in turn, the Project), potential safety concerns, and loss of the ability to operate, which would also cause significant harm to Lone Star in the form of lack of reliability, lost business and revenue, reputational harm, and potential harm to individuals and property.

8. The Debtors have stopped performing certain of their obligations, including maintenance obligations, under the Contracts during these Chapter 11 Cases, providing only the most basic level of services (i.e., keeping StackOS and Kobold online via the AWS cloud).

9. As a result of the Debtors' lack of performance of certain services described in the Contracts, Lone Star has been forced to engage third-party providers directly to perform necessary maintenance or, in some cases, to attempt to perform such maintenance itself. However, without access to the Licensed IP, including necessary user names, passwords, and source code, Lone Star, whether directly or through third-party vendors, cannot access and utilize key software, such as Powin Stack OS and Kobold, or perform other necessary services related to the Licensed IP. Lone Star relies on the Debtors to provide the Licensed IP, along with expertise and certain key support services to maintain functionality of AWS and control system access needed to operate the BESS.

Pursuant to § 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct.

Dated: July 11, 2025

/s/ Ann Walter

Ann Walter
SVP of Asset Management
energyRe, LLC